DOCUMENT RESUME

ED 175 088 EA 011 826

TITLE	Reduction-in-Force: Working Policies and Procedures.
INSTITUTION	National Association of Secondary School Principals, Reston, Va.
PUB DATE	May 78
NOTE	64p.
AVAILABLE FROM	National Association of Secondary School Principals, 1904 Association Drive, Reston, Virginia 22091 ($5.00)
EDRS PRICE	MF01 Plus Postage. PC Not Available from EDRS.
DESCRIPTORS	*Administrative Personnel; *Board of Education Policy; Board of Education Role; Elementary Secondary Education; Guidelines; *Reduction in Force; Teacher Dismissal; *Teachers

ABSTRACT

The reduction-in-force (RIF) policies presented here are intended to represent the variety of approaches currently being used throughout the nation. They were obtained through inquiries to personnel in more than 100 U.S. school districts. They are presented to give principals and assistant principals information to allow them to play an instrumental part in the development of appropriate RIF policies. The publication includes eight examples of administrator reduction-in-force policies, seven examples of reduction-in-force policies applicable to both teachers and administrators, and five examples of teacher reduction-in-force policies. (Author/JM)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED175088

U S DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

Reduction-in-Force

WORKING POLICIES AND PROCEDURES

PERMISSION TO REPRODUCE THIS MATERIAL IN MICROFICHE ONLY HAS BEEN GRANTED BY

NASSP

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

EA 011 826

NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS

ISBN 0-88210-093-9

May 1978

National Association of Secondary School Principals
1904 Association Drive, Reston, Va. 22091

CONTENTS

Page

Foreword v

Introduction vi

Section I: Examples of Administrator Reduction-in-Force Policies

Los Angeles City Unified School District *(California)* 1
Dade County Public Schools *(Florida)* 3
Baltimore City Public Schools *(Maryland)* 4
Livonia Public Schools *(Michigan)* 6
Southfield Public Schools *(Michigan)* 8
St. Louis Public Schools *(Missouri)* 10
Beaverton School District No. 48 *(Oregon)* 13
A Midwestern School District 19

Section II: Examples of Teacher-Administrator Reduction-in-Force Policies

East Windsor Public Schools *(Connecticut)* 22
Public Schools of the District of Columbia *(Washington, D.C.)* ... 25
Montgomery County Public Schools *(Maryland)* 29
Rochester City School District *(New York)* 31
Houston Independent School District *(Texas)* 34
Supervisory School Union #15 *(Vermont)* 38
Fairfax County Public Schools *(Virginia)* 42

Section III: Examples of Teacher Reduction-in-Force Policies

Little Rock Public Schools *(Arkansas)* 49
Branford Public Schools *(Connecticut)* 51
New Orleans Public Schools *(Louisiana)* 52
Toledo Public Schools *(Ohio)* 55
Sheboygan Public Schools *(Wisconsin)* 57

FOREWORD

Few issues have elicited more apprehension and concern among principals and assistant principals in recent years than policies concerning *reduction-in-force*. In far too many cases principals and their assistants are not involved in developing a carefully planned program of staff reduction to meet the financial and enrollment realities of our times. We believe that one of the professional responsibilities of today's secondary school administrator is to be prepared to contribute significantly to RIF deliberations.

Although the policies included in this monograph are not all-inclusive, they represent the variety of approaches currently being used throughout the nation. We hope these examples provide part of the background that school administrators need to take an active role in formulating and implementing these important policies.

Owen B. Kiernan

Executive Director

NASSP

INTRODUCTION

As demographers continue to project fewer births, it appears that the need for the current number of school facilities will also diminish. As a result, principals and assistant principals throughout this nation are faced with the ominous and disturbing fact that, regardless of their abilities, building assignments may not be available to some of them in the years ahead.

This national reduction of enrollment plus intense accountability pressures continually being exerted on school administrators have made principals apprehensive about *reduction-in-force* policies being proposed and adopted by boards of education. Many members of NASSP have expressed interest in reviewing different approaches to RIF that incorporate appropriate due process procedures.

In response to these concerns, the Association directed specific inquiries to personnel in more than 100 school districts throughout the country who had indicated some experience with administrative and teacher RIF policies. As a means of furnishing current information obtained from this national sample of school districts, these 1977-78 policies have been presented so that principals and assistant principals may have enough information to play an instrumental part in the development of appropriate RIF language.

The examples in this publication have not been modified in any way by NASSP, and their inclusion in this booklet does not necessarily represent an endorsement by the Association. Additional information relating to RIF policies can be obtained by writing to NASSP's Office of Professional Assistance.

Paul W. Hersey
Director of Professional Assistance

Section I

EXAMPLES OF ADMINISTRATOR REDUCTION-IN-FORCE POLICIES

Los Angeles City Unified School District
Los Angeles, California

Board Rule #4220: The Release and Subsequent Reassignment of Personnel When Positions Are Discontinued Because of a Reduction-in-Force.

The provisions of this rule shall apply whenever a reduction-in-force occurs resulting in the elimination of one position, a portion of the positions, or all of the positions in a class. A reduction-in-force is defined as a reduction in the number of incumbents in a class because the number of incumbents at the beginning of the next school year would exceed the estimated number of positions in that class for that school year.

In case of a reduction-in-force among administrators and supervisors, employees shall be released from a class in the following order of status in that class and within each status group in order of recency of election to that status group:

a. *Acting substitute employees*
b. *Acting, temporary, and limited employees*
c. *All others.*

If a tie develops in determining the order of release of school administrators, the employee shall be retained who was paid on the higher salary schedule immediately preceding his current assignment, and if a tie still exists, the employee shall be retained who has the earlier date of continuous administrative, supervisory, or head counselor assignments. If a tie develops in determining the order of release of other administrators or supervisors, the employee shall be retained who has the earlier date of continuous assignment in the management series. The time between a layoff and return within the return limit of 39 months will not constitute a break in service. If in any of the above cases a tie still exists, it shall be broken by lottery conducted by the head of the Personnel Division.

An employee released from a class in which he was serving while on a position leave shall be returned to the class from which he is on leave and shall be restored to his place on the eligible list for the class from which displaced if the list is still in effect.

An employee not on position leave who is released from a class will be reassigned to a vacant position in the highest existing class in which he formerly held status other than substitute or acting; or in which he can

Los Angeles, California *(Continued)*

displace the most recently assigned incumbent based on an earlier date of election to promotional status in such class; or with the approval of the superintendent and after consultation with the employee, to any class for which he can currently meet the credential requirement:

a. *In the same unit in which there is a vacant position paid on the same or lower salary schedule, or*
b. *In another unit in which there is a vacant position paid on the same or lower salary schedule, or*
c. *In any unit if he can displace the most recently assigned incumbent of a position paid on a salary schedule which is lower than that of the employee's eliminated position and which he has supervised, such displacement to be on the basis of an earlier date of promotional status in a class in such unit paid on the same or higher salary schedule number.*

For purposes of this rule, a unit is defined as the office of the superintendent; an administrative area, branch, division, or service center, the head of which reports to an associate deputy superintendent, the deputy superintendent, or the superintendent.

If there is not sufficient time to determine assignments before the beginning of the released employee's new assignment basis or if the employee refuses to accept an assignment offered under this rule, he shall be assigned in his tenure classification until additional transactions can be processed.

The superintendent may recommend that exceptions be made to the above when certain assignments are deemed to be in the best interest of the district.

Employees in promotional or continuing status who are released from a class shall be placed on a reassignment list for the class in reverse order of release. Such list shall be used for assignments to the class before the use of any other list, and any name may remain on the list for not more than 39 months from the date the employee was released from a position in the class.

Each offer of assignment from this list shall be made to one of the first five available candidates, except that a candidate whose name has reached the head of the list may not be passed more than four times before he is offered an assignment. The name of an employee will be deleted from the list immediately following the refusal of two offers of assignment.

If assignments are made in accordance with this rule to a class for which an eligible list exists, such list shall continue in effect after its expiration date until as many additional regular assignments have been made from the list as were employees appointed under this rule.

If an employee is assigned to a position in a special class and is later placed in the corresponding regular class in accordance with Board Rule 4214, he shall be considered to have been in such regular class from his first date of assignment in such special class.

Dade County Public Schools
Miami, Florida

(Agreement between DCPS and DCSAA on a Memorandum of Understanding Concerning Reduction-in-Force)

1. When the total number of school-based positions is reduced by allocation formula due to budgetary reductions, those unit members not to be reappointed by the school board to those positions shall be determined on the basis of seniority in those positions in the school district by organizational level (elementary, junior high, and senior high). When individuals not to be reappointed have identical appointment dates to the school-based position that was abolished, seniority will be determined by the systemwide seniority as an employee with DCPS.

2. Unit members assigned to area or central administrative office positions whose jobs are eliminated due to budgetary reductions shall be placed in open, budgeted positions classified at the same or lower level, when they exist, for which they are qualified by certification, experience, or continuing contract status.

3. The rights granted individuals pursuant to continuing contracts issued in accordance with the provision of *Florida Statute 231.36* shall be recognized. An individual holding a continuing contract whose position has been eliminated because of budgetary decisions, shall be offered that same position or similar position (when such position becomes available) prior to new personnel being offered such position, providing that the individual is qualified by certification and/or past experience for the available position.

4. Any member of the unit whose position is eliminated due to budgetary cutbacks and who is assigned to a lower-level position, shall be guaranteed consideration for assignment to the first open comparable position or position lower in rank to the eliminated position, together with other personnel of like status, based on said individual being certified and/or qualified to fill such position by virtue of past experience.

5. The DCPS shall not advertise any openings for which there are eligible candidates as outlined by this procedure until all personnel whose positions have been eliminated receive proper consideration. This procedure shall be in force and effect until the expiration of the existing collective bargaining agreement between the DCPS and DCSAA.

6. In determining the reassignment of an individual whose position has been abolished, placement in other administrative positions at the same level or at a lower level of responsibility will be considered appropriate. Other factors to be used in reassignment shall be:

    a. *Past experience*
    b. *Educational preparation*
    c. *Certification.*

7. Under no circumstances should reduction-in-force be utilized as a rationale for dismissal due to incompetency.

Baltimore City Public Schools
Baltimore, Maryland

(Memorandum of Understanding between Baltimore City Board of School Commissioners and the Public School Administrators and Supervisors Association)

A. A reduction in the total number of employees in the unit, which shall not be deemed a termination of employment, may result because of financial considerations, program curtailment, lack of student enrollment, or elimination of schools.

B. The determination as to whether or not there shall be any reduction of total number of employees in the unit is the exclusive right of the Board.

C. If the Board is contemplating a reduction which will affect any members of the unit, it will notify the organization and the employee or employees involved at least thirty (30) days before the proposed effective date of the reduction, except in cases of emergency. Such notices will be in writing and will include the specific positions to be affected, the proposed time schedule, and reasons for the proposed action. Within five (5) days after receiving the aforesaid notice, the superintendent or his designee will, if requested to do so, meet with the Association regarding the need for, manner of implementation, and impact of and other aspects of the contemplated reduction of total number of employees in the unit.

   If the Association is dissatisfied with the results of said meeting, it may, within five (5) days, request a meeting with the Board concerning said reduction.

D. In any reduction as hereinabove described, the superintendent or his designee shall consider the ability, fitness, and seniority of the personnel involved as compared to other members in the same work area.

   Employees who are affected and who are qualified shall, where possible, be redeployed to vacant jobs within the bargaining unit or in any other professional capacity during such time as their prior jobs have been eliminated.

   If an employee is redeployed to another job within the unit or elsewhere in the system, he shall receive his same salary for one (1) calendar year from the time of redeployment. Thereafter, the salary shall revert to the salary of the new job to which he has been redeployed. During the calendar year during which the employee is receiving the salary he formerly received, the employer shall make every effort to place such employee in a position which carries a salary commensurate with the salary said employee was receiving at the time of redeployment.

   Employees who have been redeployed because of budgetary or other reasons shall be reinstated to their former positions before any other persons are placed into the positions from which the redeployed employees came.

Employees who have been redeployed because of budgetary reasons shall maintain their places on all promotional lists and receive the same consideration they would have received had they not been redeployed.

If an employee is relieved of his duties because of a reduction in staff and employed as a teacher, at such time as he commences receiving the regular salary of the teaching position he will be given service credit for the purpose of salary entitlement for all the time he was employed in the Department of Education, both as a Unit I member and as a Unit 2 member.

If an employee is not redeployed, he shall be considered laid off and will have the following rights:

The employee will be placed on a recall list for twenty-four (24) months; if, however, he resigns or fails to accept recall or fails to report for work when he has been called, he will lose his right to recall.

If any vacancy occurs in the bargaining unit or in any other area for which the laid-off employee is qualified during such time as he is on a recall list, the said employee will be offered the position prior to its being offered to another employee.

Unless liquidated at the time of layoff, all benefits to which the employee was entitled at the time of his layoff, including unused accumulated vacation, sick leave, addends and credits toward sabbatical eligibility, shall remain vested in said employee and restored to him upon his return to active employment. Time spent on layoff shall not be considered as creditable service for any purpose.

E. Except where program and fiscal needs require, school administrators (principals and assistant principals) will not be assigned to more than one (1) school.

Livonia Public Schools
Livonia, Michigan

(Portion of Agreement between Livonia Board of Education and the Livonia Educational Administrators and Supervisors)

Should the Board determine it is necessary to reduce the number of administrators by layoff of employment, the following procedures shall prevail:

A. *Every administrator who has satisfactorily completed the probationary period under the Michigan Tenure Act shall have tenure as a teacher in the Livonia Public Schools. Any necessary reduction of administrative personnel shall mean the administrator so affected will be reassigned to a teaching position for which he is certified and qualified unless he becomes eligible for reassignment to another administrative position as herein provided. Any such necessary reassignment of position shall not contravene the administrator's right to his contractual salary for the period of his current contract.*

B. *It is the intent of the Board to give at least ninety (90) days' notice of administrative reassignments prior to the expiration of the current school year. If conditions do not permit such notification, the right of the Board to make such necessary reassignments is not altered; any administrator to be reassigned to other than an administrative position shall be notified by the Board at least ninety (90) days prior to the expiration of the current school year.*

C. *Any administrator serving on a temporary basis in any administrative position shall be the first to be subject to reassignment. Regularly assigned administrators needing reassignment because of reduction in a different position or at a different level may apply for the position so vacated according to Article V, Section 7.*

D. *If reductions are necessary then, on recommendation of the superintendent, the Board will designate the administrator(s) to be reassigned. This designation will be based upon the qualifications of all administrators currently having the same title and at the same organizational level as that in which the reduction is to be made.*

E. *Assessment of administrators' qualifications as mentioned in "D" above will be based on the same priority factors as those mentioned in Article V, Section 7.*

F. *Reductions of personnel shall be by title and organizational level as provided in paragraphs D and E above. The organizational levels and titles are:*

Level	Title
1. High School	High School Principal and Assistant Principal
2. Junior High School	Junior High School Principal and Assistant Principal
3. Elementary School	Elementary School Principal and Assistant Principal
4. Coordinator	As designated in each position

However, the person who is displaced shall have bumping rights as against other administrators as provided herein:

1. A principal may bump an assistant principal at the same level without regard to administrative experience in position. Principals may bump assistant principals at another level who have less than five (5) years administrative experience in position.
2. An assistant principal may not bump a principal or coordinator. He may bump another assistant principal on another level who has less than five (5) years administrative experience in position providing he has more administrative experience in the district.
3. A coordinator may bump another coordinator in a different title if the coordinator has previously satisfactorily held the position in question for a period of one (1) year, provided he has more administrative experience than the other coordinator. A coordinator may bump an assistant principal who has less than five (5) years administrative experience in position if the coordinator has previously satisfactorily held an assistant principal or principal position for a period of one (1) year, provided he has more administrative experience. A coordinator who has previous satisfactory experience of one (1) year or more as a principal at a given level may bump a principal in the level he held if he has more administrative years in the position in the level in question than the principal he is bumping.

When used in this Section F, experience in position or administrative experience refers to experience in the district. Furthermore, in applying the above provisions, if there are two (2) or more positions the administrator may bump to, the Board will select the position to which he is to be assigned.

Livonia, Michigan *(Continued)*

RETURN OF DISPLACED STAFF MEMBERS

An administrator previously displaced due to reduction in staff shall be given priority for two years over a new hire for reinstatement to the same position or to any administrative or supervisory vacancy for which he is qualified with the further provision that this period shall be extended for one additional year upon written request by the administrator submitted at least 30 days prior to the expiration of the second year. The interviewing committee mentioned in Article IV, Section E, shall recommend whether the administrator is qualified.

Any such recommendations shall then be based on the following priority factors:

(1) Administrator's years in the position in the district,

(2) Total administrative years of experience in the district,

(3) Total administrative experience in the position,

(4) Total administrative experience,

(5) Evaluation of administrative performance, and

(6) Amount and appropriateness of academic experience.

The phrases *administrative years in position* or *administrative years in the district* refer to experience in the Livonia Public Schools as well as other districts which may have been annexed in the past.

Southfield Public Schools
Southfield, Michigan

(Reduction of Personnel Policy from Master Agreement between The Board of Education of Southfield Public Schools and The Southfield Association of School Administrators)

(Section 6)

Should the Board determine it is necessary to reduce the number of administrators, the following procedures shall prevail:

1. If, in the superintendent's opinion, it is ever necessary to reduce the administrative staff, the most qualified personnel in the bargaining unit shall be retained. *(6.1)*

2. The superintendent will select for retention within a given classification those administrators with the greatest district-wide administrative *(6.2)*

experience, unless, in his deliberative judgment, other considerations supersede. Such other considerations may include, but are not limited to: *the length and quality of administrative service in the classification/position; possession of valid certification or appropriate training; the requirements of the position(s) to be filled; and evidence of professional growth.* If the retention of those with the greatest administrative service can be advanced and the educational needs of the district can best be served, the considerations of the superintendent shall not exclude movement among classifications.

Classification in respect to the provisions of this section of agreement shall consist of the following: *elementary building administration, junior high/middle school building administration; senior high building administration; and central office administration.*

3. Should it become necessary to reduce the number of administrators employed by the Board, the superintendent of schools will first inform the Association of the reasons for the need of such reductions.

4. Administrators who are on Board-approved sabbatical leave at the time staff reductions are to be determined will be considered on the same basis as administrators currently on duty.

5. If the administrators to be retained are of less administrative service than those to be released, the superintendent will, on request, explain confidentially and privately to the administrator(s) as well as to an Association representative, when requested by the affected administrator(s), the reason for the decision.

6. Any administrator relieved of his duties because of a reduction of staff or abolishment of position shall be assigned as a teacher and shall be offered the next administrative opening within the bargaining unit for which he is qualified. Rejection of such assignment shall not negate the administrator's right to be offered subsequent administrative positions.

St. Louis Public Schools
St. Louis, Missouri

(Proposed Policy and Procedure for the Reduction and Reassignment of Administrative Personnel)

When it becomes necessary to reduce administratively-ranked positions, the *Administrative Groupings by Categories and Rank* will serve as the reference document for the implementation of reduction, reassignment, or assignment of reduced personnel.

The process for the reduction of administratively-ranked positions is in keeping with the spirit of:

1. *Public School Law of Missouri 168.221 as it applies to principals.*
2. *Policy Statement of the St. Louis Board of Education in Relation to Working Conditions for Teachers and Certain Other Employees.*
3. *Court Judgment and Decree, December 25, 1975.*

Reduction Procedure

When administrative reductions are necessitated by the St. Louis Public School System, the following ordered guidelines relative to rank and position shall be used to identify the personnel in the rank-position to be reduced:

1. *Seniority in the position.*
2. *Seniority in the administrative ranks.*
3. *Total seniority in the system.*
4. *Superintendent's decision.*

Reassignment Procedure

Administrators identified in the ranked positions to be reduced shall be assigned to equal or lower-ranked positions in the following manner:

Lateral Moves

1. Vacancy

   When there is a vacancy, lateral moves may be made within the same category and group rank based upon:

   a. *Qualifications (training and experience)*
   b. *Seniority in administrative ranks*
   c. *Seniority in the system*
   d. *Staff balance*
   e. *Superintendent's decision.*

2. Displacement *(Bumping)* Within Category and Group Rank

When there is no vacancy in the category and group rank, assignments may be made of equal or lower rank within the category in the following manner:

a. Qualifications (training and experience)
b. Seniority in administrative ranks
c. Seniority in the system
d. Staff balance
e. Superintendent's decision.

3. Displacement *(Bumping)* Below the Category and Group Rank

When the displaced administrator does meet the criteria for assignment to a position within his category and rank, the following guidelines will be applied for assignment:

a. Reassignment to the highest previously held rank and position, as a result of displacing the person in that rank and position with least seniority.

b. Assignment to a vacant position of lower rank for which the administrator has qualifications and certification.

c. Assignment to a lower rank and position for which the administrator has qualifications and certification, as a result of displacing a person with less system administrative experience in the position than the displaced administrator.

d. If the displaced administrator does not have enough seniority or other qualifications to fill an administrative vacancy or displace a lower-ranked administrator, but has a Missouri State Teaching Certificate, the teacher with least seniority in the system may be placed on leave-of-absence to create a teaching position for the displaced administrator.

e. If the displaced administrator does not have a teachers' certificate and does not have seniority or qualifications for another administrative position he shall be terminated.

ADMINISTRATIVE GROUPINGS BY CATEGORIES AND RANKS

(Proposed)

CABINET-STAFF ADMINISTRATIVE POSITIONS

Group I	Deputy Superintendent
Group II	Associate Superintendent
Group III	District Superintendent, Executive Director, Treasurer, College President
Group IV	Divisional Director

St. Louis, Missouri *(Continued)*

LINE ADMINISTRATORS

Group I	Assistant to Superintendent, District Assistant, Comptroller, Assistant to Deputy
Group II	Divisional Assistant (administrative), Divisional Assistant (specialty), Manager, Assistant Director

FIELD ADMINISTRATORS (Supervisory)

Group I	Secondary Principal
Group II	Elementary Principal, Curriculum Specialist, Assistant High School Principal, Supervisor (10-month) Divisional Assistant (administrative), Consultant (10½-month)
Group III	Supervising Teacher
Group IV	Coordinator (Adult Basic Education, Community School Program)

FIELD ADMINISTRATORS (Non-Supervisory)

Group I	Supervisor (12-month)
Group II	Elementary Administrative Assistant, Secondary Administrative Assistant, Subject Matter Consultant, Coordinator (10-month)
Group III	Statistician
Group IV	Administrative Assistant (12-month)

Beaverton School District No. 48
Beaverton, Oregon

(District Policy for Reduction in Administrative Personnel)

GENERAL

This reduction-in-force policy is applicable to administrators who are meeting the minimum standards of the administrative evaluation program. Except as provided in Section II and Section III of this policy, inadequate performance or other deficiencies personal to the administrator should be dealt with outside the RIF policy.

Whenever it becomes necessary to lay off administrative personnel due to lack of work, lack of funds, or reduction in services, it is the district's intention to retain those employees whose performance in their present positions have met the district standards of competent performance and who are willing to accept lower classifications and rates of pay, providing they have the necessary experience, skills, knowledge, and necessary credentials to perform the duties of the lower classification.

Whenever the superintendent considers it practicable, notification of layoff or reassignment shall be made at least 90 calendar days prior to the termination of the present work-year assignment. Should said notification fail to provide the full 90 days, salary and benefits for the original classifications shall continue for a period equal to 90 days from the date of notification.

When a reduction in administrative force is deemed necessary, either of the procedures described in Section I or Section II of this policy may be used. Employees whose specific positions or jobs are eliminated may be reinstated in a different or lower classification according to the process described in Section III.

I. REDUCTION BY SPECIFIC ADMINISTRATIVE POSITION

Upon recommendation by the superintendent, the School Board may reduce the administrative force by eliminating one or more specific administrative positions. If more than one employee possesses the same job title and all positions with that title are not eliminated, the reduction will be made in accordance with Section II of this policy.

II. REDUCTION OF ONE OF MORE ADMINISTRATORS WITHIN A CLASSIFICATION

A. Upon recommendation by the superintendent, the School Board may eliminate one or more positions of administrators within a job classification. In such case, the employment records for each employee within that classification shall be reviewed on the basis of classification seniority, district seniority, and probability for continued employment irrespective of the Board's intent to reduce the administrative force.

Beaverton, Oregon *(Continued)*

B. The sequence of reduction in administrative force shall be:

1. *Any administrator in an "acting" capacity within the classification affected by the order to reduce.*

2. *Any administrator who, sixty days prior to Board action to reduce the administrative force, has been notified by the superintendent that he or she is not meeting performance standards and that nonrenewal or dismissal is a probable result. This provision applies irrespective of the ultimate result regarding such nonrenewal or dismissal.*

3. *If a further reduction in administrative staff becomes necessary, then (except as provided in Section VI of this policy) said reduction shall be accomplished by the superintendent's recommendation to the Board based on Classification Seniority. If such produces a tie, it shall be based on District Seniority.*

Classification Seniority

a. For purposes of determining Classification Seniority, the following divisions will be used:

- *Elementary Principals*
- *Intermediate Principals*
- *High School Principals*
- *High School and Intermediate School Vice Principals*
- *Specialists*
- *Coordinators*
- *Directors*
- *Assistant Superintendents*

b. The last date an employee began as a full-time probationary administrator (whether or not the administrator was already a permanent teacher) shall set the beginning date for determining classification seniority. Time served in an acting capacity on a full-time basis in a classification, plus time served in a higher classification shall count toward seniority in that classification, if subsequently appointed to permanent status in that classification.

c. The annual period of full-time employment specified for a position shall have no bearing on seniority.

d. Employees serving in a part-time teaching and part-time administrative classification at the time of layoff will be considered teachers only, and not administrators, and will be ranked among all teachers for seniority purposes. These employees will not establish seniority in administrative classifications except as noted below.

District Seniority

a. If two or more employees have the same beginning date on a full-time basis in a classification, the one having the greater amount of seniority in other administrative positions shall be ranked first. If a tie still exists, time served on a part-time administrative assignment shall be included. If a tie still exists, the employee with the greater amount of seniority as a permanent teacher will be ranked first. If the tie still exists, the persons involved shall draw lots to determine the order of seniority.

III. REASSIGNMENT PROCEDURES

A. The superintendent, by examination of an administrator's personnel file and from consultation with his or her supervisors, shall determine if an administrator whose position has been eliminated will be reassigned to *an available administrative position.* An administrative position is *available* if it is currently vacant due to normal attrition or if the Board, on the recommendation of the superintendent, reassigns the administrator currently in that position. Each reassignment shall be based on evaluations, training, experience in preparation for the new assignment, and previous administrative positions held as determined by the superintendent.

To make a position *available*, the procedure described in Section II of the policy may be utilized. In such case the provisions of Section II shall apply to employees in the classification before the reduction-in-force occurs.

B. Administrators who are placed in a different administrative classification shall be credited with all unused vacation time remaining at the end of their present work-year assignment.

C. If no position assigned to the administrative salary schedule is available, the administrator may be assigned to an available position as a teacher if an assignment for which the employee is credentialed to teach. The assignment to a teaching position will be made by the personnel office. The employee's teaching experience and his or her preference will be considered.

D. If the title of the position formerly held is changed but the duties remain substantially the same, the employee shall retain the reinstatement rights hereinafter described, as if no title change has occurred. The superintendent's determination concerning whether the duties "remain substantially the same" shall be conclusive and final.

Beaverton, Oregon *(Continued)*

E. An administrator who is assigned as a teacher will assume his or her regular order of employment status among all teachers for purposes of seniority and layoff.

F. Administrators reassigned to a teaching position shall receive salary for all unused vacation time following the termination of their present work-year assignment.

IV. SALARY PLACEMENT

A. The salary of an administrator who is assigned to a lower administrative classification due to reduction-in-force shall be reduced to his or her proper placement on the salary schedule over a three-year period from the time of the reduction. This reduction in salary shall equal one-third of the difference between the two salaries at the time of the reduction-in-force for each of the first two years. The reduction in salary shall be completed no later than the third year. The employee will also be assigned the period of employment which has been established for his or her new classification, even though it may mean a reduction of working time from that required of the higher classification.

B. If the administrator is assigned to a classroom teaching position, he or she will be assigned to the teachers' salary schedule on the basis of experience and credits held in conformance with the provisions of the teachers' salary policies.

1. *At the time that an administrator is assigned to a teaching position, all previous administrative and teaching experience is applicable for placement on the teachers' salary schedule.*

2. *Assignment to the appropriate column of the teachers' salary schedule will be based on official transcripts. Regulations and practices regarding column placement shall be those which were in effect at the time the employee gained his or her latest placement on the schedule.*

V. REINSTATEMENT

A. Administrators whose jobs are affected by the reduction-in-force policy through reassignment to a lower administrative classification or through dismissal, nonrenewal, or resignation of their administrative position shall be placed in a *Reinstatement Pool.* An administrator who chooses not to remain an employee of the district forfeits rights to be placed in a Reinstatement Pool unless the superintendent, in the best interest of the district,

chooses to allow the administrator to be employed elsewhere.

B. An administrator will be maintained in the Reinstatement Pool for a period of not more than 24 calendar months.

C. Administrators in the Reinstatement Pool will maintain all benefits accumulated, including unused sick leave, but will not qualify to accumulate additional sick leave while in the pool. The district shall continue to pay the net cost of all insurance programs provided by the district for administrators for a maximum of 90 days after entering the Reinstatement Pool.

D. Administrators who are not assigned to an administrative position in a lower classification and who resign or who elect to be placed in the Reinstatement Pool shall receive salary for all unused vacation time following the termination of the work-year assignment for the year of placement in the pool.

E. Employees serving in any acting, temporary, or intern administrative positions at the time of layoff will not be placed in the Reinstatement Pool.

F. In order to be considered for reinstatement, the employee must be fully capable of performing normal and customary duties of the job. An employee whose medical condition has been certified to be unacceptable for reinstatement at the time of notification will be kept on the reinstatement list until physically capable of returning to work for a period of not more than 24 calendar months after the reduction-in-force becomes effective.

G. Employees with the same classification will be reinstated in the reverse order as they were laid off, as vacancies occur within the classification. Said employees on the reinstatement list will be employed over all other candidates for administrative position vacancies in the classification.

H. Notification of reassignment will be delivered in person or deposited as Registered or Certified Mail, postage prepaid and addressed to the last known address of the employee. He or she shall be allowed ten calendar days from the date of personal delivery or postmark to accept the position in writing. If the person declines the appointment or fails to accept within the ten-day period, or fails to report for duty on any stipulated date thereafter, his or her name will be removed from the reinstatement list and he or she will forfeit all rights as an administrator to which he or she would otherwise be entitled.

Beaverton, Oregon *(Continued)*

I. Any employee who is not eligible for a valid certificate shall have his or her name removed from the reinstatement list.

VI. EQUAL EMPLOYMENT OPPORTUNITY AND REDUCTION IN STAFF

The district is committed to Affirmative Action regarding employment of minorities and women in administrative capacities. The provisions for utilizing seniority shall not apply when the Board, on recommendation of the superintendent, determines that application thereof would cause or aggravate an under-representation of minority or women employees in any area of the district's operation and that the minority or woman employee is fully qualified for the position involved.

VII. ANNOUNCEMENT OF DECISIONS TO REDUCE THE ADMINISTRATIVE FORCE

Decisions by and the rationale of the superintendent and the Board shall be shared with all administrators affected. Public announcement shall occur after the administrative staff has been informed.

VIII. APPEAL PROCEDURE

Appeal procedures at the time of the reduction-in-force shall be limited to those rights described herein and as determined by Board policy and the Fair Dismissal Law.

However, the decisions by the Board concerning relative seniority and, when applicable, qualifications or merit shall be final and conclusive and shall not be subject to appeal or review above the School Board level.

IX. FUTURE CHANGES IN POLICY

The Board reserves the right to amend, revise, or repeal all or any part of this reduction-in-force policy at any time in the future, and no employee shall have any vested right in the continuation of this policy or any amendment thereof, provided, however, that no amendment or repeal of this policy shall prejudice the reinstatement rights of any administrator who has theretofore been placed in the Reinstatement Pool.

A Midwestern School District

ADMINISTRATIVE REDUCTION GUIDELINES

Section I

Should it be necessary because of declining enrollment, closing of a building, financial limitations or other serious and legitimate business or legal reasons, or because of a serious natural disaster to decrease the administrative staff, the Board shall have the authority to achieve the necessary reduction in staff.

Section II

Reductions of administrative staff shall be accomplished by seniority within the category classification.

Section III

Seniority in the next lower category to which administrators would be reduced shall be determined by service in the position from which the reduction is to be accomplished and previous experience at the lower classification category. Administrators subject to action under this article who have served in another administrative classification shall have the right to claim a position in that category classification if they have greater length of service than an administrator currently serving in that category classification.

Section IV

An administrator whose assignment is affected by the reduction process and for whom an administrative position is not available shall be offered a teaching position within the area for which they are qualified, reflecting total seniority and certification.

Section V

Should a position as an administrator become available, administrators who have been reduced shall be recalled within their classification category or lower classification category in order of seniority. The administrator shall be placed in the administrative pay scale at the level appropriate to their progression at the time of the administrative reduction. The exception to this process would be the administrator reduced because of merit based on the written appraisal of past administrative service. Such person shall be informed in writing of this fact at the time of reduction.

Midwestern School District *(Continued)*

Section VI

The superintendent shall determine the number of administrators to be reduced or positions eliminated within the following administrative classification categories:

- *Senior High Principal*
- *Junior High Principal*
- *Senior High Assistant Principal*
- *Junior High Assistant Principal*
- *Elementary Principal*
- *Elementary Assistant Principal*
- *Career Center Administrators*
- *Special and Alternative School Administrators*
- *Central Office Administrators.*

Section VII

In the reduction process, "bumping" practice could occur within the regular secondary and elementary school assignments as follows with seniority, as defined in Section III. A senior high principal could replace the low seniority junior high principal with the replacements continuing through the senior high assistant principalship and the junior high assistant principalship; elementary principals could replace low-seniority elementary assistant principals. Assignments to buildings within all categories shall be the decision of the superintendent.

Section VIII

Administrative reductions and reassignments for career centers, special and alternative schools, and central office will be determined by the superintendent due to the special qualifications and application and selection process involved for such positions and the possible need to accommodate contract obligations.

Section IX

Central office administrators whose positions have been eliminated in the budget-reduction process have seniority employment rights as building administrators in classification categories in which they were previously assigned. Central office experience shall be counted toward seniority. Central office personnel do not have "bumping" rights from one position to another, from one department to another, or one division to another except where the central office administrator in the position being eliminated supervises another administrator and is qualified by training and experience to perform the duties of the lower position and has more administrative seniority than the administrator in the lower

position. Positions in the central administration which have been eliminated by budget reduction and which are restored are to be filled by the appointment of the present incumbent of that position, unless that person has been reduced through merit or that person waives the opportunity. New positions in the central administration, or positions vacant at the time of the budget reduction, are to be filled by announcement of vacancy and application, with job description criteria and qualifications having primary consideration. Central office personnel can, as may other qualified personnel, apply for vacancies.

Section X

It is recognized that the special needs of the school system and of specific administrative assignments will require judgment in reduction and reassignment, which shall be the prerogative of the superintendent. Included in this area would be determination of exceptions to the above process involving assignment of racial minority and female administrators.

Section XI

If future budget problems or reduced enrollment results in further administrative reductions, this process will continue to be used. With the exception of positions which require very special training, no new administrators will be hired until all those reduced have been given an opportunity to be restored to their former status (with the exception of any reduced due to merit).

Section II

EXAMPLES OF TEACHER-ADMINISTRATOR REDUCTION-IN-FORCE POLICIES

East Windsor Public Schools
Warehouse Point, Connecticut

(School District Guidelines for Contract Termination and Recall Procedures upon Elimination of Staff Positions of Certified Personnel)

General Statement of Policy

It is recognized that under Sections 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process, should such eliminations become necessary.

Reasons for Elimination of Certified Staff Positions

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate certified staff positions, consistent with the provisions of the State Statute, providing such elimination does not result in a failure in its duty as a state agency to implement the educational interests of the State and to provide good public elementary and secondary schools. Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board of Education.

Definitions

A. As used herein, the term "days" shall mean calendar days.

B. As used herein, the term "teacher" shall apply to any employee of the Board of Education who holds a regular certificate issued by the Connecticut State Board of Education and is employed in a teaching or administrative position below the rank of superintendent.

Procedure

A. The Board of Education may, in the first instance, exercise its right and power to reduce the number of staff positions without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.

B. Prior to commencing action to terminate teacher contracts under this procedure, the Board of Education will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:

- *Voluntary retirements*
- *Voluntary resignation*
- *Transfer of existing staff members*
- *Voluntary leaves of absence.*

C. In the event that it appears necessary to terminate teacher contracts in order to effectuate the elimination of certified staff positions, the superintendent will propose to the Board, for its consideration, an orderly plan for elimination of positions, identifying certified personnel whose contracts are recommended for termination. If the Board of Education considers termination of the contract of a teacher, it shall authorize the superintendent to notify the teacher, in writing, that termination of his or her contract is under consideration. Such initial notice shall be in the following form: *"This is to notify you that termination of your contract of employment is under consideration."* This notification, and any subsequent proceedings with regard to contract termination, will be in accordance with the provisions set forth in *PA 75-615* of the Connecticut General Statutes.

D. The following criteria will be used to select those employees whose contracts are to be considered for termination as a consequence of elimination of certified staff positions:

1. Tenure Status. *If a teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is qualified and certified. Therefore, teachers who have acquired tenure will have first preference for retention in positions for which they are certified and qualified. This shall include first preference with regard to positions that are held by non-tenured teachers, in addition to positions which are open and available.*

2. Other Criteria. *Within the separate categories of tenured*

Warehouse Point, Connecticut *(Continued)*

and non-tenured teachers, the following criteria will be considered:

a. Areas of certification
b. Teaching experience in other positions which may be available
c. Degree status
d. Total years of experience in teaching
e. Total years of experience in the East Windsor School System
f. Qualifications and ability, as determined by an objective evaluation of the teacher's performance.

Policy Provisions Not Applicable to Promotions

Nothing herein shall require the promotion of a teacher to a position of higher rank, authority, or compensation, although the teacher whose contract is to be terminated because of elimination of a position is qualified and/or certified for the promotional position.

Recall Procedure

If the contract of employment of a teacher is terminated because of elimination of positions, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of one hundred twenty (120) days, unless such teacher obtains employment as a public school teacher in another district during that period. If a position becomes open during such one hundred twenty (120) day period and the teacher has been selected by the Board of Education as the person on the recall list who is certified and most qualified to hold that position, then the teacher will be notified in writing by Registered Mail (sent to the last known address) at least thirty (30) days prior to the anticipated date of re-employment, where possible. In determining whether a teacher is qualified for reappointment, the Board of Education shall consider the criteria as set forth in Part D-2 above.

The teacher shall accept or reject the appointment in writing within seven (7) days. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board of Education. If the teacher rejects the appointment offer, or does not respond according to this procedure within seven (7) days, then the name of the teacher will be removed from the recall list.

Public Schools of the District of Columbia
Washington, D.C.

(Public Schools Guidelines Adapted from Civil Service Commission Regulations)

I. INTRODUCTION

The following guidelines have been developed for implementing a reduction-in-force in the Public Schools of the District of Columbia. They are based on provisions found in Civil Service Commission Regulations concerning reductions in force and are adapted for use in the District of Columbia Public School System. The appropriate documents are available in the Personnel Office of the D.C. Public Schools.

II. DEFINITIONS

A. RIF or Reduction-in-Force

A process whereby the total number of positions in an agency is reduced because of (1) budgetary reasons, (2) curtailment of work, (3) reorganization of functions, etc.

B. Competitive Level

Competitive levels are groups consisting of all positions in the same grade or occupational level which are sufficiently alike in qualification requirements, duties, responsibilities, pay schedules, and working conditions so that a person could be assigned to any one of the positions without changing the terms of his appointment or unduly interrupting the work program.

C. Tenure

The employee's status in his current position at the time RIF begins: permanent, probationary, temporary indefinite, or temporary.

D. Employee Groupings (In Priority Order)

Group I	Employees with permanent status in the affected position or salary class/grade
Group II	Employees with probationary status in an affected position or salary class/grade and employees with permanent status in other positions but whose current status is temporary, solely because they occupy obligated or temporary positions.
Group III	Employees with temporary indefinite status and employees with temporary status who have completed one year of current continuous service.

Washington, D.C. *(Continued)*

E. Employee Subgroupings

Each of the three groups listed above is further divided into subgroups. Subgroup A consists of employees with Veteran's Preference, and Subgroup B of employees without Veteran's Preference rights. Twenty-year military retirees are not treated as veterans for reduction-in-force purposes.

F. Length of Service

The total creditable period (whether permanent, probationary, or temporary) spent working for the D.C. Public School System, the District government, and the federal government, plus time in the military service either prior to or during employment in the federal or District government. This does not apply to employees retired from military service, except under special circumstances. Twenty-year military retirees are given credit only for wartime and campaign service.

G. Employees' Service Computation Date

An employee's service computation date is derived from the length of service. The longer the length of service, the earlier the service date.

H. Bumping

The process whereby an affected employee (RIF'd from his position) can displace another employee in a lower group or subgroup from a position for which the affected employee is fully qualified. Example: A "1-A" employee can displace a "1-B" or anyone in Group II or Group III.

I. Retreating

The process whereby an affected employee is offered a position from or through which he was promoted and which is occupied by an employee with a later service computation date in the same subgroup. Example: A "1-A" employee with a service computation date of March 17, 1958, can displace one with a service computation date of March 18, 1958.

III. BASIC POLICIES

A. Group and Subgroup Placement

All affected employees will be placed in groups and subgroups based upon their current status and Veteran's Preference rights. Within a group or subgroup, affected employees will be ranked according to length of service.

B. Order of Release

When one or more positions are eliminated from a competitive level, employees will be released from that level in the inverse order of their retention standing, beginning with the employee with the lowest retention standing on the retention register. *Example: When positions are eliminated, competing employees in Group III, Subgroup B are terminated first, then employees in Subgroup A. If Group III does not provide the required number of terminations, the same procedure is applied to Group II and then Group I.* Employees in each subgroup whose length of service is shortest are released first.

C. Bumping and Retreating Rights

Employees who are RIF'd from their competitive level will have bumping and retreating rights, subject, however, to the following restrictions:

1. *An employee has no right to choose his assignment. However, where options exist, every effort will be made to permit the employee to indicate his preference.*
2. *An employee must be qualified for the position or have demonstrated the capacity, adaptability, and special skills needed.*
3. *Retreating rights are limited to Group I or Group II employees.*
4. *A job offer will not be made at a higher level than that currently occupied by an employee.*

When a released employee qualifies for a continuing position occupied by an employee vulnerable to bumping or retreat, he must be offered assignment in preference to separation. If such a position is available, the right of assignment may be satisfied by offering him either the vulnerable position or any other position in a level as high as the vulnerable position. If two or more positions are available, the one with the higher salary class or grade, not exceeding the affected employee's current class or grade, will be offered.

D. Vacancies

Employees who are RIF'd may also be offered vacant positions. However, the filling of a vacant position is discretionary, and the superintendent need not fill any vacancy which he may elect to keep vacant.

Washington, D.C. *(Continued)*

E. Reemployment Register

The school system shall maintain a repromotion or reemployment priority register. Such register shall contain the names and basic information concerning persons in Groups I and II terminated or released from their competitive levels. The ranking in the register shall be determined by the same criteria as utilized in the reduction-in-force. The register will be used to fill future vacancies so that an employee who was terminated or was placed at a lower level may be offered a position which becomes vacant at his former level or lower level for which he is qualified. The reemployment list will be maintained for two years for Group I employees, and one year for Group II employees.

F. Notification

An employee is entitled to 30 days written notice before the effective date of the action. He may actually receive two notices, a general notice and a specific notice. The general notice is issued when it is not yet determined what individual action, if any, will be taken. The specific notice will state specifically what action is to be taken and its effective date, and will contain certain other information regarding the employee's status and rights. When a general notice is supplemented by a specific notice, an employee may not be released from his position until at least five days after receipt of the specific notice.

IV. APPEALS

The U.S. Civil Service Commission's Appeals Examining Office will process appeals from any employee of the D.C. Public Schools who believes that the reduction-in-force regulations have not been applied correctly in his case. An employee may appeal at any time from the date of the specific notice to 15 calendar days after the actual layoff or job change. The appeal must give reasons why the employee believes the action was improper.

The above guidelines are intended as a general summary, rather than an exhaustive list. Where questions arise regarding interpretation, clarification, or further information, the Civil Service Commission regulations on RIF should be consulted.

For information on salaries, retirement, and related questions concerning TSA employees, Title 31 of the D.C. Code may be consulted, and for classified employees Title 5 of the U.S. Code and Civil Service regulations may be consulted. The appropriate documents are available in the Personnel Office of the D.C. Public Schools.

Montgomery County Public Schools
Rockville, Maryland

(Teacher, Administrative, and Supervisory Portions of District Regulations on the Establishment and Abolishment of Positions)

ABOLISHING A POSITION

A permanent position may be abolished:

1. *By the Board of Education upon the recommendation of the superintendent.*
2. *In the review and adoption of the annual operating budget by the Board of Education.*

. . .

When a position is abolished which will require the termination, demotion, transfer, or reassignment of an employee, the employee is notified, in writing, by the associate superintendent for personnel services. Notification is made at least 15 days prior to the effective date for the abolishment of a position.

. . .

EMPLOYEE PLACEMENTS OR TERMINATIONS DUE TO ABOLISHMENT OF POSITIONS

1. *General*

   a. When the Board of Education abolishes a specific position, effort will be made to place the incumbent employee in another position for which he or she is qualified. Termination of the employee will occur only when all efforts to place the employee in a new assignment have failed.

   b. When the Board of Education eliminates some positions within a group or class, the specific positions to be abolished will be identified by the appropriate associate superintendent, in consultation with area assistant superintendents or department or division directors.

   c. When the determinations in (a) and (b) above have been made, the associate superintendent for personnel services will be notified in writing at least 25 duty days prior to the projected effective date.

   d. The associate superintendent for personnel services will notify the director of the Department of Association Relations who, in turn, will immediately notify the appropriate employee organization.

Montgomery County, Maryland *(Continued)*

e. The associate superintendent for personnel services will notify each affected employee in writing at least 15 duty days prior to the projected effective dates. A representative from the Office of Personnel Services will meet, upon request, with the affected employee to explain the basis upon which the employee was selected for this personnel action.

f. Following the conference with the associate superintendent for personnel services, any employee whose placement or termination is pending may initiate an appeal through the administrative complaint procedure. . . .

g. When comparable or lower grade level vacant positions exist for which the employee whose position is being abolished is qualified in the judgment of the associate superintendent for personnel services, the employee will be placed in the position . . . in the same or a similar job class.

. . .

2. *Professional Personnel*

a. When the abolishment of positions is necessary, the appropriate associate superintendent will notify the associate superintendent for personnel services which positions will be eliminated. If the positions to be eliminated are within a large group or job class, the final determination as to which employees will be placed or terminated will be made by the associate superintendent for personnel services, the director of professional personnel, and the associate superintendent responsible for the positions to be eliminated.

b. When attempting to place an employee whose position is abolished in another position, the following criteria will be considered:

1) Program needs of the school, department, or division
2) Quality of job performance
3) Areas of competence
4) Length of time in the position being abolished
5) Length of MCPS service
6) Major and minor fields of study
7) Other qualifications relevant to the available position.

c. If it is not possible to place an employee in another position and the employee must be terminated, the following primary criteria will be used to identify those employees to be terminated:

1) Unit members holding Class II certificates
2) Nontenured unit members holding provisional certificates
3) Nontenured unit members holding regular certificates
4) Tenured unit members.

When a reduction in professional staff is necessary, a unit member's length of service in MCPS and quality of job performance will receive equal consideration in determining those individuals who will be terminated. Among additional factors to be considered will be the competency of the teacher as related to the program needs of the school.

d. The director of professional personnel will notify each affected employee in writing at least 15 duty days prior to the effective date of his or her placement or termination.

. . .

RECALL (Professional Personnel)

1. *Any unit member whose service has been terminated because of the elimination of a position or a reduction in professional staff shall for a period of two (2) years receive priority consideration for reemployment if he/she so desires and if appropriate vacancies develop.*

2. *In the event that a unit member does not desire at the time of termination to be placed on the list for priority consideration for reemployment, he/she shall receive full payment for all earned unused leave. For those terminated unit members with tenure, they will receive, in addition, one (1) month's salary for each year of creditable MCPS service up to a limit of six (6) months' salary.*

Rochester City School District
Rochester, New York

(Portion of Contractual Agreement Between The City School District of Rochester, New York, and The Rochester Teachers Association)

GUIDELINES TO BE FOLLOWED WHEN IT IS NECESSARY
TO ABOLISH ADMINISTRATIVE/SUPERVISORY AND TEACHER POSITIONS

A. The Establishment of Seniority in a Specific Tenure Area in Rochester for Purposes of Job Abolition, Including Special Projects
New York State Education Law 2585-3)

1. *For teachers employed as regular substitutes prior to a probationary appointment, and if the assignment was continuous, the date of the regular substitute assignment is the date of the beginning of seniority.*

Rochester, New York *(Continued)*

2. *No seniority credit is granted for leaves of absence for any purpose, including sabbatical leaves.*

3. *Only those years of continuous service in the tenure area in which a position is being abolished is counted toward determining seniority.*

B. The Establishment of Seniority Within the School System for Purposes of Establishing Preferred Eligible Lists *(New York State Education Law 2585-5)*

1. *The person with the least seniority in terms of total years of continuous service in the City School District in that tenure area will lose his position and his name will be placed on a preferred eligible list of candidates for appointment to the next vacancy in that tenure area.*

2. *Reinstatement to a position in that tenure area where the position has been abolished will be made in the order of his length of continuoue service as a teacher, administrator/supervisor in the City School District.*

3. *All persons assigned to special projects within a tenure area will be included in established preferred eligible lists.*

C. Additional Rights of Persons Whose Jobs Have Been Abolished and Who Have Had Service In Other Tenure Areas

1. *If a person previously held tenure in a different tenure area, and if his present position is abolished, he will be entitled to a vacancy in that previous tenure area, provided a vacancy exists, based upon seniority in terms of total years of continuing service in that tenure area in the City School District. If no vacancy is available, he will also be placed on a preferred list in the previous tenure area, indicating the years of continuous service in that tenure area in the City School District.*

2. *All other persons will be considered for any vacancies for which they may be qualified.*

D. Guidelines To Be Followed When Positions Are Abolished

1. *The person with the least City School District service in the tenure area is the first to be affected.*

2. *When several persons have identical seniority in the tenure area, consideration must be given to qualifications including, but not limited to, training, prior teaching experience, and the concept of balanced staffing, as determined by the Personnel Division and the appropriate division involved.*

E. Procedures for Informing Persons Whose Positions Have Been Abolished

1. *The superintendent or his designee will notify the person in writing that his position has been abolished, his services in that tenure area are terminated, the effective date of the termination, his placement on the preferred eligible list, and his rights under Section "C" above. Appropriate notification will be given to the person's immediate supervisor, divisional head, and other personnel affected.*

2. *Persons whose positions have been abolished will be placed on the appropriate preferred eligible list.*

3. *When vacancies do occur in the tenure area, persons on the preferred eligible list will be notified of the vacancy. That person will inform the Personnel Office in writing within five (5) school days concerning his decision whether he will accept the position. The person must be available to assume the open position within thirty (30) days. If the person is not available, his name will be dropped from the list.*

4. *In reinstating persons whose positions have been abolished and who have equal seniority status, consideration shall be given to qualifications including, but not limited to, training, prior teaching experience, and the concept of balanced staffing, as determined by the Personnel Division and the appropriate division involved.*

F. Rights After Reinstatement

1. *A teacher, administrator/supervisor who has been placed on an eligibility list upon being assigned to an available position will be credited with all prior years of service in that tenure area in the City School District towards total continuous years of service in that tenure area.*

2. *All reinstated tenure teachers, administrator/supervisors will continue to have full tenure.*

3. *Reinstated probationary teachers, administrators/supervisors will be given credit towards tenure for previous years served in that tenure area in the City School District.*

Houston Independent School District
Houston, Texas

(District Procedures on the Reduction of Personnel)

Definition: *A reduction in the number of employees of a stated classification actually engaged by the school district and resulting from the consolidation of schools, consolidation of classes, loss of student population, or change in curriculum.*

REDUCTION OF ADMINISTRATIVE STAFF

Reduction of administrative staff shall be accomplished as provided in the applicable contract.

1. *Probationary Principal/Assistant Principal*

   A principal/assistant principal holding a probationary contract may be reassigned at the end of the school year by being returned to the position of assistant principal if a principal, or to teaching if an assistant principal, because of necessary reduction of personnel by the school district. Such reductions shall be made in the reverse order of seniority. The principal or assistant principal in such reassignment shall receive for the remainder of the term of his contract the salary of the position held before reassignment without increment, or the salary of his new assignment with increment, whichever is greater.

2. *Probationary Supervisor/Administrator*

   When a reduction in personnel is necessary, the following shall apply:

   (a) The supervisor/administrator may be assigned at the end of the school year to a position in a lower pay grade, but not more than one (1) pay grade, because of necessary reduction of personnel by the school district (such reductions to be made in the reverse order of seniority as a supervisor/administrator).

   (b) The supervisor/administrator who is reassigned shall, for the remainder of the term of his or her contract, receive the salary of the position held before reassignment without increment, or the salary of his or her new assignment with increment, whichever is greater. When a supervisor/administrator is reassigned because of the necessary reduction of personnel, he or she will be given priority consideration in filling any administrative vacancy in the same or lower pay

grade for which he or she holds proper certification and is otherwise qualified.

3. *Three-Year Contract Principal/Assistant Principal*

A principal/assistant principal holding a three-year contract may be reassigned at the end of the school year by being returned to the position of assistant principal, if a principal, or to teaching, if an assistant principal, because of necessary reduction of personnel by the school district (such reductions to be made in the reverse order of seniority). The principal or assistant principal in such reassignment shall receive for the remainder of the term of his or her contract the salary of the position held before reassignment without increment, or the salary of his or her new assignment with increment, whichever is greater.

4. *Three-Year Contract Supervisor/Administrator*

When reduction in personnel is necessary, the following shall apply:

(a) *The supervisor/administrator may be reassigned at the end of the school year by being reassigned to a position in a lower pay grade, but not more than one (1) pay grade, because of necessary reduction of personnel by the school district . . . (such reductions to be made in the reverse order of seniority as a supervisor/administrator).*

(b) *The supervisor/administrator who is reassigned shall, for the remainder of the term of his or her contract, receive the salary of the position held before reassignment without increment, or the salary of his or her new assignment with increment, whichever is greater. When a supervisor/administrator is reassigned because of the necessary reduction of personnel, he or she will be given priority in filling any administrative vacancy in the same or lower pay grade for which he or she holds proper certification and is otherwise qualified.*

REDUCTION OF TEACHING STAFF

If a reduction of staff is necessary because of a decrease in enrollment; budgetary considerations; consolidation of schools; the phasing out of programs, departments, or grade levels; or other just cause, such reductions shall occur under the guidelines outlined below.

Definitions:

(a) *Seniority* — *Total length of continuous service with HISD. Seniority shall be district-wide and shall date*

Houston, Texas *(Continued)*

from the effective date of employment. While time off for approved leaves of absence shall not count for seniority purposes, such leaves shall not be considered as an interruption of continuous service.

(b)	*Contract Status*	*Type of contract held (i.e., Continuing, Probationary, or Temporary Teacher Contract)*
(c)	*Teaching Area*	*Major duty code designation currently being used by the district.*
(d)	*Level*	*Teaching level based on the following divisions:*

- *Kindergarten*
- *Grades 1-6*
- *Special Areas*
- *Junior High*
- *Senior High*
- *Combination Junior-Senior High*

1. *Order of Reduction in Teaching Staff*

Reductions will occur in the following order: (1) building, (2) teaching area, (3) level, and (4) race toward achieving the exact mathematical district-wide ethnic ratio at the building (subject to the exceptions of *Section 522.23*). Reductions shall be based on seniority within contract status except when the reduction would result in the removal of a teacher of a race which would not move the building percentage toward the exact ethnic district-wide average for the level of instruction. In the event of equal seniority, the administration shall decide who will be reduced. The contract status as of the date reduction is to be effective shall prevail. In the order of least to most seniority:

(a) Temporary contract teachers will be the first to be reduced.
(b) Probationary contract teachers will be the next to be reduced.
(c) Continuing contract teachers will be the last to be reduced.

The district will make additional adjustments necessary to comply with any current court order or Texas Education Agency (TEA) directive.

2. *Procedures for Reduction*

The principal and the area superintendent, with the approval of the appropriate personnel services office, shall make the decision as to which (1) building, (2) teaching area, (3) level, and (4) race must be reduced.

(a) A teacher who is reduced will be assigned to a vacancy within his/her certification and in accordance with the court-ordered ratio.

(b) A teacher who is reduced and not assigned to a vacancy within three (3) weeks or the beginning of the next grading period, whichever is shorter, will be assigned to a position held by the teacher with the least seniority in his/her level and teaching area in accordance with the court-ordered ratio and Texas Education Agency (TEA) directives.

(c) Teachers who are reduced and cannot qualify for an existing vacancy based on seniority, certification, and the court-ordered ratios will be assigned to a school as an extra teacher or as a substitute. When any position becomes available for which a reduced teacher qualifies, he/she will be offered the assignment.

(d) If there is no vacancy available for which a temporary contract teacher is qualified, he/she may be released from employment during the school year in accordance with the terms of his/her contract. A probationary and/or continuing contract teacher may be released only at the end of the school year and in accordance with the provisions of the appropriate contract. Such personnel will be the first recalled (under Section 532.300) and shall have the same rights upon reemployment as if they had been granted an unpaid leave.

3. *Recall*

Teachers released under *Section 532.200* shall be listed in order of seniority within contract status and teaching area and level and shall be the first to be rehired as openings occur within their teaching area or level. Teachers with the most seniority within contract status shall be the first to be recalled.

Failure to respond to the notice of recall within five (5) days of the receipt of notice of recall shall constitute rejection of the offer to return to the employment of the district. The five-day period shall begin on the date the receipt of service is signed by the teacher or someone acting in the teacher's behalf. It shall be the responsibility of teachers subject to recall to inform the Personnel Services Office of any change of address and to otherwise provide the necessary means to be informed by Certified Mail that they have been recalled. Failure of the teacher to provide for receipt of the recall notice shall constitute removal of the teacher from the recall list and the teacher shall forfeit all recall rights.

Supervisory School Union #15
Burlington, Vermont

(Portions of Agreements Between the Burlington Board of School Commissioners and the Administrators' Unit of the Burlington Education Association, Inc., and the Teachers' Unit)

ADMINISTRATOR EMPLOYMENT

1. The Board shall notify each administrator of his/her contract and salary status for the ensuing year no later than April 1, (except administrators hired on or after December 1 who shall receive contracts by May 1), and contracts shall be returned to the superintendent within fifteen (15) calendar days; except that if the parties are unable to ratify a collective bargaining agreement prior to April 1 of any year, then notification and issuance of contracts for the ensuing year shall take place within ten (10) working days following the signing of a collective bargaining agreement for the ensuing year. Administrators who are not to be rehired for an ensuing year shall be notified in writing no later than April 1 of the current year; a written explanation of the cause(s) for termination of employment shall be provided to the administrator at the time of notification. Duplicate copies of the above explanation will be forwarded, if the administrator so requests, to the president of the Association.

2. In order to assure professional competence, administrators shall not be assigned outside of any area where state validation is possible, except as a result of an administrative emergency (refer to 5.3). The administrator involved shall have the right to have the assignment reviewed by the Board of School Commissioners within ten (10) working days if he/she is in disagreement with the decision of the superintendent. Said assignment shall not be made capriciously or arbitrarily.

3. All credits to be used for salary or recertification purpose must have prior approval of the superintendent or a designee of that office. Administrators who accumulate additional credits and wish to claim them for salary purposes, must provide a written report of any such credits to the superintendent of schools. Deadlines shall be the day following Labor Day and immediately following completion of a course pursued during the school year.

4. The Board agrees that reductions of the administrative staff shall be the result of sound educational policy as developed by the Board, fiscal need, and decreasing enrollment.

5. In the event that a reduction in administrative personnel becomes

necessary, the Board shall retain those with the longest period of continuous service in the district when all other criteria (performance, certification, etc.) are equal as determined by the superintendent.

6. In the event of termination of employment (in accordance with the guidelines in 4.4 and 4.5), the administrator so affected shall receive notice of all subsequent positions within the Burlington School Department for a period of two (2) years or until new employment is secured, whichever comes first.

7. In the event of termination of employment (in accordance with the guidelines in 4.4 and 4.5), the administrator shall receive, as severance pay, two (2) months' pay or an amount equal to one-half of the administrator's accumulated sick leave, whichever is less.

TEACHER REDUCTION-IN-FORCE

1. The Board agrees that reduction of the professional staff of the Burlington School District covered by this agreement will not be made arbitrarily, capriciously, or without basis in fact, or without just cause.

2. The Board shall notify the Association of any contemplated reduction in teaching staff as early as possible and shall notify any affected teachers no later than March 23.

3. The Board will provide, at the request of the Association, an opportunity to challenge the need of a reduction in staff. This will be a meeting before the Board and shall be held prior to a formal Board decision regarding a staff reduction.

4. No teacher will be laid off under the provisions of this Article if the reduction in staff will be accomplished by staff turnover. If an opening exists for which a teacher affected by reduction in staff is certified, he will be transferred to that position rather than being laid off.

5. (a) Teachers shall be laid off in reverse order of seniority. The least senior teacher in the teaching area affected by lay-off shall be laid off first. For purposes of this agreement, seniority will be computed from the date the clerk of the Board or his designee signed the contract which began that teacher's most recent period of continuous employment. If the clerk or his designee has signed the contracts of two or more affected teachers on the same date, seniority will be determined by the date the

Burlington, Vermont *(Continued)*

teacher signed the contract. Part-time teachers will accrue seniority on a pro rata basis for continuous time served. When seniority is equal, ability to perform the work in question, as judged by the superintendent, will be the determining factor. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit, but such time will not be counted in computing seniority. The administration shall prepare a district-wide seniority list as soon as practicable, but no later than January 1 of each year and shall post said list in all schools. A copy shall likewise be sent to the Association and to persons on leaves of absence. Any teacher aggrieved by his placement on the seniority list must appeal in writing to the Association within ten (10) school days from the date the list is posted. The Association shall endeavor to resolve the grievance within five (5) school days from the appeal, but upon failure to do so may request arbitration within three (3) school days by letter to the superintendent. Upon receipt of such request a panel composed of . . . . or their designees, along with a third party chosen by them shall hear all the appeals at one time within five (5) school days and the determination of such panel shall be final and binding.

(b) A teacher who is given written notice by the superintendent that he is to be laid off will have the right to displace a less senior teacher in a position for which he is certified and qualified by preparation or experience. Written notice of intent to exercise this right, with proof of certification, must be given to the superintendent, with a copy to the Association, within five (5) school days from the notice of lay-off. Upon being so notified, the superintendent shall decide within five (5) school days who, if anyone, the teacher should be allowed to displace, and that teacher shall then promptly be given notice of lay-off and shall have the same rights as the teacher who originally received the notice of lay-off. A teacher who is not permitted by the superintendent to displace any teacher with less seniority may utilize the grievance and arbitration procedures hereof by filing an appeal to the board level within five (5) school days of notification of the superintendent's decision. If a grievance is not resolved at the Board level, then the Association may appeal to . . . . or his designee within five (5) school days who will serve as permanent arbitrator for the purpose of determining, under this Article, whether the teacher is certified and qualified to displace a less senior teacher. The decision of the arbitrator will be final and binding. To the extent necessary to allow the displacement procedure outlined herein to operate to its conclusion, the notice requirements of Section 16.2 hereof shall be extended accordingly.

(c) Recall shall be in the reverse order of lay-off but with the requirement that the laid off teacher be certified to teach the subject for which a vacancy exists. Normal posting requirements shall not apply for vacancies which are filled by recalling laid off teachers. However, the preceding sentence shall not be read to prevent a then employed part-time teacher having seniority and qualifications equal or superior to a laid off teacher from making application and being assigned to a full-time position. Notice of recall will be given by telegram or Certified Mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within fifteen (15) days after mailing of the above notice of recall, he will be deemed to have refused the position offered and waived all recall rights under this Agreement.

6. A list of all open positions in the school system will be made available to all teachers being laid off. All such teachers will be given reasonable time off for the purpose of visiting local schools at which positions exist.

7. In the event that the terminated teacher is unable to obtain other employment, the school district shall enable him to buy the current medical insurance coverage for one (1) year at the group rate which the school district pays, if this arrangement does not conflict with the insurance carrier's regulation.

8. A laid off teacher will enjoy recall rights under Section 16.5(c) hereof for two (2) years but will continue to accrue "seniority" for a maximum of one (1) year and should be credited with one (1) additional year of service for purposes of step salary increases if he is reemployed by the Burlington School System within two (2) years and has not been employed in the interim.

9. Teachers on lay-off status shall be accorded preferred consideration for any normal employment as substitutes within the school district. Teachers on lay-off status who desire employment as substitutes shall request such employment in writing.

10. Section 16.1 shall not be subject to the grievance and arbitration procedures hereof.

Fairfax County Public Schools
Fairfax, Virginia

(Policy #4126.1 on the Recruitment, Selection, and Appointment and on Destaffing and Reduction-in-Force Adopted by the Fairfax County School Board)

I. Definition of Terms

A. Service

The period of time from the effective date of an educational staff member's signed employment contract, commencing the most recent term of continuing service in the Fairfax County Public Schools, including sabbatical leave(s) and authorized leave(s) of absence. If two or more employees have the same length of service, they shall be ranked by date of contract offer that begins the most recent period of continuous service; and if necessary, date of receipt of most recent application resulting in employment; and finally, by lot.

B. Endorsement Areas

1. *Subject Area* — *The teaching endorsement on the educational staff member's Virginia Teacher's Certificate. Comprehensive endorsements will be divided into their constituent endorsements for the purpose of determining subject area, provided, however, that the individual endorsements comprising the history and social science endorsement will be aggregated into a single subject area indicated as history/social science. A list of subject areas is attached.*

2. *Grade Area* — *The teaching endorsement on the educational staff member's Virginia Teacher's Certificate relating to elementary education. Elementary teaching endorsements will be grouped as follows: kindergarten (K), grades 1-6.*

C. Classification Areas

The position title currently held by an administrator or supervisor in the Fairfax County Public Schools as well as other miscellaneous positions.

D. Active Assignment

The endorsement area(s) in which the teacher is actively teaching (or if not actively teaching, the most recent teaching assignment) at such time as it becomes necessary to implement the destaffing or reduction-in-force procedure.

E. Layoff

A condition creating certain recall rights, attendant to termination resulting from displacement through the operation of this procedure.

II. Destaffing

A. Teachers

1. *Whenever the Board determines that there is an excess of teacher(s) in an endorsement area in a particular school or workplace for such reasons as reduction in school population or the closing of a facility, the teacher(s) with least service who is actively teaching in the endorsement area will be designated for destaffing by receiving a written notice to that effect. Consideration for transfer will be given to volunteers in the endorsement area at the affected school before this provision is implemented. Notice of transfer request status will be given to teachers concerned as soon as possible, but no later than June 1.*

2. *Teachers designated for destaffing will be ranked in order of service and by endorsement area. Said teachers will be assigned, in order of service, to available vacancies in their active assignments. If no vacancies are available in the teacher's active assignment, he/she will be assigned to an available vacancy in an endorsement area in which the teacher is certified. Said assignment will be made in order of service, provided, however, that assignment to vacancies outside the teacher's active assignment will not be made in circumstances where there are teachers to be destaffed in the endorsement area.*

3. *If a teacher refuses a position in an endorsement area in which he/she was actively teaching at the time of destaffing, the teacher will be terminated and will not be entitled to recall rights hereunder. If a teacher refuses an assignment outside his/her active assignment, the teacher will be entitled to utilize the reduction-in-force procedure described below.*

   If no vacancies are available in a teacher's active assignment and if the teacher is either ineligible for or elects not to accept vacancies outside his/her active assignment, said teacher will be entitled to exercise prerogatives set out in the reduction-in-force procedure.

Fairfax, Virginia *(Continued)*

B. Personnel in Classification and Miscellaneous Areas

1. *Whenever the Board determines that there is an excess number of persons in a classification area, including miscellaneous positions, at a particular facility for such reasons as reduction in school population or the closing of a facility, the person(s) in the classification area with least service at the facility will be designated for destaffing. Consideration for transfer will be given to volunteers in the classification area of the affected facility before this provision is implemented. Notice of transfer request status will be given to the persons concerned as soon as possible, but no later than June 1.*

2. *Personnel designated for destaffing will be ranked in order of service and by classification area. Said personnel will be assigned, in order of service, to available vacancies in their classification area. If no vacancies are available in the person's classification area, he/she will be entitled to utilize the reduction-in-force procedure hereunder.*

3. *If a person designated for destaffing refuses an available position in his/her classification area, said person will be terminated and will not be entitled to recall rights hereunder.*

III. Reduction-in-Force

A. Whenever the Board determines that there is an excess number of teachers in an endorsement area in the Fairfax County public school system, or when destaff teachers or school system personnel in classification areas are entitled to exercise reduction-in-force rights in the teacher endorsement areas, for such reasons as substantial reduction in student population or the closing of a facility, the following procedure shall apply:

1. *Systemwide service lists prepared by endorsement area and based on length of service in this division will be established and a copy shall be placed in each school. These lists will include all persons presently employed by the Fairfax County Public Schools (including persons on authorized leave of absence) who have service as educational staff members. Endorsements attained subsequent to the date the service lists are prepared will not be included on the said list until all persons in said list are recalled or forfeit recall rights.*

2. *Persons eligible for inclusion on the service lists described in subparagraph 1 will be ranked in order of service and may, in their order of service, displace the junior actively employed teachers in the displaced teachers' active assignments provided that the person exercising displacement rights has greater service than the teacher to be displaced. Where there is more than one person entitled to displacement rights in an endorsement area, said persons will be assigned to an equivalent number of positions held by teachers with less service in the endorsement area. This provision is not intended to permit a person with less service to displace an active teacher with more service. A person refusing assignment within said person's active assignment will be terminated and will not be entitled to recall rights hereunder.*

3. *In the event a person is not eligible to displace a teacher in his or her active assignment, the following procedure shall apply:*

   a. A master list of displaced personnel will be prepared in order of service. The list will include the endorsement areas of each person.
   b. The person with the greatest service on the list will be assigned to the position held by the teacher with the least service in the displacing person's endorsement areas.
   c. The procedure set out in subparagraph (b) above will be followed sequentially for the remaining displaced personnel on the master list.
   d. In no event will a person displace a teacher having greater service.

4. *A person displaced from a teaching position by operation of this procedure will be eligible to displace teachers with less service in the displaced teacher's endorsement area.*

5. *A person who elects not to exercise displacement rights in his/her active assignment will be terminated.*

6. *A person who elects not to exercise displacement rights in his/her endorsement area (other than his/her active assignment) will be laid off.*

B. The reduction-in-force procedure contained in subsection 3-a above will apply to classification area positions with the following modifications:

1. *Personnel who are eligible for displacement prerogatives by operation of the destaffing procedure or by virtue of having been designated as excess will be entitled to displace the*

Fairfax, Virginia *(Continued)*

junior person in their classification area providing the displaced person has more service than the person to be displaced.

2. *If a person within a classification area lacks sufficient service to displace another person within his/her classification area, that person may exercise reduction-in-force prerogatives in the teacher classification as set forth in subsection 3-a. For purposes of exercising displacement rights within a teacher's endorsement area, the classification area employee's active assignment will be deemed to be the endorsement area in which the employee most recently taught prior to assuming a classification area position.*

3. *A person may only exercise displacement prerogatives within the classification area in which he/she is employed at the time he/she becomes eligible to exercise such rights, provided that intermediate and high school principals will be deemed eligible to displace intermediate and high school assistant principals according to the procedure set out in subsection III-A, and elementary school principals will be entitled to displace elementary school assistant principals pursuant to the aforesaid procedure. Assistant principals may not displace principals; and, except as provided above, a person's displacement prerogatives are limited to his/her classification area, and thereafter, to the teaching endorsement area.*

4. *Classification area personnel who elect not to exercise displacement rights within their classification area shall be terminated and will not be entitled to recall rights hereunder. Classification area personnel who elect not to exercise displacement prerogatives in teacher endorsement areas and principals who elect not to displace assistant principals will be laid off and will be entitled to recall rights hereunder.*

IV. Layoff and Recall

A. Educational staff members on layoff are terminated; however, upon recall, they will receive all previously accumulated service credit.

B. Teachers laid off as a result of this policy shall be ranked in order of service and by endorsement. When openings occur, the teacher on layoff with the greatest service in the endorsement area will be entitled to the position. If the opening is in the teacher's active assignment, the teacher must take the opening

or lose all recall rights under this provision. If the opening is in the teacher's endorsement area but not in his/her active assignment, the teacher may elect whether or not to take the opening. If the teacher elects not to take the opening, his/her name will be struck from the recall list in that endorsement area, but he/she will retain recall rights in his/her other endorsement areas. Teachers will remain on layoff for up to three (3) years. Teachers who have not been recalled within three (3) years from date of layoff will enjoy no further right of recall.

C. Classification area personnel who are laid off as a result of this policy will be ranked in order of service and by classification area. Classification area personnel who exercise displacement rights in teaching endorsement areas, and principals who exercise displacement rights in the assistant principal classification area, will be eligible for recall on the same basis as classification area personnel who are laid off. For purposes of this provision, said persons will be deemed to be "persons on layoff status." When openings occur, the person on layoff status with the greatest service in the endorsement area will be entitled to the position. If the person elects not to accept the opening, he/she will forfeit entitlement to recall under this procedure.

D. When an educational staff member is to be recalled, he/she will be notified by Registered Mail (return receipt requested) at his/her last known address on record with the Board.

If an educational staff member so notifed of recall does not accept in writing the offer of reemployment within ten (10) work days of receipt of notice, all right of recall under this provision will be forfeited. If the notice of recall is undeliverable, the educational staff member will forfeit the recall rights of this provision.

V. Part-Time Teaching Positions

As an alternative to layoff an educational staff member may elect to accept an available part-time teaching or teacher aide position in the Fairfax County Public Schools. For the purposes of this provision, an available part-time teacher or teacher aide position is defined as an *opening created by the termination of an incumbent part-time teacher or teacher aide or the expansion of the available part-time teacher or teacher aide positions.* Educational staff members eligible and certified for said positions will be notified by the Board and will be offered available positions in their order of service. An educational

Fairfax, Virginia *(Continued)*

staff member electing to accept a position as a part-time teacher will retain the recall rights set out above. An educational staff member foregoing such alternative employment will retain his/her recall rights.

VI. Miscellaneous

Notwithstanding any other provisions of this policy dealing with displacement, educational staff members whose services are necessary to insure efficient operation may be retained irrespective of length of service and will not be subject to displacement provided they are within the following assignments, limited to one individual for each activity in a school, and provided the incumbents presently have and are to be reassigned the same responsibilities the following year:

High school and secondary school sponsors and coaches who fall under Categories I and II of the salary supplements regulation, the band director, the choral director, and the chairpersons of the major departments; intermediate school newspaper, yearbook, and SCA sponsors, and chairpersons of the major departments.

A maximum of 100 educational staff members in addition to the above may be retained, irrespective of length of service, and will not be subject to displacement if they are necessary to maintain program demands.

During a period of reduction-in-force, the Board shall limit the hiring of educational staff members to those positions that cannot be filled by qualified current educational staff members, including those returning from leaves of absence as well as those employees being considered for reduction-in-force; provided, however, this provision will not operate to permit an educational staff member to claim a vacancy in a higher classification.

VII. Notice

Appropriate certified employee organizations shall be notified in writing at least 30 days in advance of any pending layoff.

Section III

EXAMPLES OF TEACHER REDUCTION-IN-FORCE POLICIES

Little Rock Public Schools
Little Rock, Arkansas

(District Policy for Teacher Reduction-In-Force)

The Board and the Association agree that the Little Rock School District exists solely for the purpose of educating children and that the classroom teacher plays the most vital role in the learning process. The services provided by all other personnel of the district act to support the classroom teacher in his/her role.

1. *Definition*

   A reduction-in-force shall mean a reduction of more than ten (10) in the number of certified personnel to be employed for the succeeding year when compared to the number employed at the end of the first semester in any current year.

2. *Determination*

   If the Board determines that a reduction-in-force is necessary, the provisions of this article shall apply.

3. *Notification to the Association*

   The Board will notify the Association of their position at least sixty (60) days prior to the implementation of the reduction-in-force. Such notification shall include the basis for the position and a listing of the needed reductions by certification (elementary, secondary, and subject area--math, science, English, social studies, etc.). During this sixty-day period, representatives of the Board will meet and confer with representatives of the Association for the purpose of discussing the basis for the planned reduction-in-force and consider alternatives, such as decreases in extracurricular programs, non-instructional personnel, administrative staff, expenditures, non-essential to the learning process.

Little Rock, Arkansas *(Continued)*

4. *Selection of Teachers To Be Laid Off*

A reduction-in-force shall be accomplished through attrition as far as possible. If the entire reduction cannot be accomplished through attrition, the following procedure will be utilized. Total district teaching experience shall be the basis for computing lengths of service. Teachers will be laid off in each certification area in the following order:

a. *Those teachers with one (1) year or less service with the district.*
b. *Those teachers with more than one year, but less than two (2) years of service with the district.*
c. *Those teachers with two years, but less than three (3) years service with the district.*
d. *Those teachers with three years, but less than four (4) years service with the district.*

(Etc.)

e. *If between two (2) or more teachers, the length of service with the district is equal, prior teaching experience shall control; and if prior teaching experience is equal, the horizontal position of the respective teachers on the salary schedule at the time of their removal with respect to education shall control.*

5. *Rehiring*

If the Board increases the number of teachers or has a vacancy at any time after the lay-off(s), the Board shall first offer reemployment to the teacher(s) laid off in the reverse order of the lay-off specified in paragraph 4 above. A teacher's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter sent by Registered Mail to the teacher's address on file with the Board recalling such teacher, shall result in termination of the teacher's rights of recall hereunder.

6. *Affirmative Retention*

The percentage of employees representing minority groups (black, Mexican-American, other Spanish-speaking groups, Asian-American, American-Indians, or men/women) in teaching positions shall be, as nearly as possible, no less after any reduction-in-force than it was prior to the reduction-in-force.

Branford Public Schools
Branford, Connecticut

(Board of Education Staff Reduction Policy)

The State statutes are clear in placing the responsibility for the employment and dismissal of teachers with the Board of Education. Emergency or unpredictable situations do not alter that responsibility.

In making necessary reductions in professional staff positions, the Board of Education will first attempt to do so through natural attrition (i.e., retirement, leave of absence, resignation).

When natural attrition does not allow or provide latitude for staff reduction to the level required, the Board of Education will take into consideration the following when any professional staff member's employment will be terminated.

A. Professional staff reduction will be carried out within levels of K-4, 5-8, 9-12.

   An exception to these levels may be made in the case of a teacher being terminated who has had successful experience in Branford at more than one level and/or in more than one area of certification.

B. No tenured teacher will be terminated while nontenured teachers hold positions in the certification area within the organizational level being reduced.

C. Within the area to be reduced, the priority order of reduction criteria will be as follows:

   1. *Shortest length of continuous service in Branford.*
   2. *Shortest total length of public school service.*
   3. *Lowest degree status.*
   4. *Certification (i.e., furthest from meeting qualifications for positions available.*

Should application of the above criteria not resolve a staff reduction need, the decision will rest with the Board of Education based upon the recommendation of the Superintendent of Schools.

A teacher whose service is terminated under this policy may elect to receive a one-year leave of absence without pay or benefits. This option, if elected, would assure the teacher the rights under the Board of Education/Branford Education Association contract section: Long-Term Leaves of Absence. Further, this option would allow purchase of the year of credit

Branford, Connecticut *(Continued)*

under regulations of the Teacher Retirement System, Section 10-164-2: Leave of Absence.

Teachers terminated under this policy have the right to appeal to the Board of Education. Such appeal will be heard at a duly convened meeting of the Board of Education, either public or private at the teachers' option. Teachers may appear with or without counsel.

New Orleans Public Schools
New Orleans, Louisiana

(Sections of Teacher Contract Regarding "Seniority" and "Job Security")

SENIORITY

11:1.1 Seniority is defined as an employee's length of continuous service with the Board since his/her last date of hire, as determined by the date affixed by the teacher when he/she signed his/her teacher employment agreement. In the absence of the above, the date of hire shall be the first day the teacher reported for work.

11:1.2 Each school year, the Board shall make available a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union. New employees' names will be forwarded to the Union monthly thereafter.

11:1.3 For the purpose of defining seniority, an employee's continuous service record shall be broken only by voluntary resignation, discharge, or retirement.

11:1.4 Seniority in the school system shall be the determining factor for identifying regular teachers who are to be declared surplus or laid off due to a reduction-in-force and/or involuntarily transferred (except as defined in 30:1.4).

11:1.5 When system-wide seniority is equal between two or more teachers, seniority shall be judged according to *(a) building seniority, where applicable, (b) advanced degrees, (c) continuous service in the subject or grade level*, in that order, until an inequity develops.

JOB SECURITY

30:1 Involuntary Transfer

30:1.1 Involuntary transfers shall be made as necessary when new buildings open, when a facility is closed, when there is a decline in student enrollment, or to staff a program.

30:1.2 No regular teacher shall be transferred from a school so long as a temporary teacher is teaching in the regular teacher's area of certification. Certification is defined as the subject(s), grade, or program for which the teacher holds a valid teaching certificate.

30:1.3 If an involuntary transfer adversely affects the minimum faculty racial percentages as determined by system-wide employment for elementary and secondary teachers, respectively (as of September 1 of each school year), the teacher to be transferred shall be the employee whose race, based upon seniority, least adversely affects the racial balance.

30:1.4 From time to time, when the best interest of the school system will be served, teachers may be transferred to other schools, but only for just cause. In such cases, the following procedure will be followed:

(1) The principal will fully explain in writing to the district superintendent the reason for making the recommendation and provide a copy to the teacher.

(2) If a teacher has been recommended for transfer from a school without just cause, the teacher may institute grievance proceedings at Step 2 of the Grievance Procedure.

30:1.5 Any teacher affected by 30:1.1 shall be provided a list of known vacancies and be interviewed with teachers seeking voluntary transfers, by principals of schools in which vacancies exist in their area(s) of certification, until July 1 of each school year. The refusal for accepting the teacher shall be for supportable cause, and the reasons therefor shall be provided in writing if requested by the teachers. Effective July 2, a teacher to be involuntarily transferred and not selected for placement on a faculty shall be assigned to an existing vacancy for which he/she is certified. If no such vacancy exists, he/she shall be assigned to the Day-by-Day Substitute Pool, pending a vacancy.

All teachers surplused and without assignment on either the seventh (7th) calendar day prior to the start of school or as a direct result of student enrollment data generated on the thirtieth (30) school day and decisions

New Orleans, Louisiana *(Continued)*

related thereto shall have the right and be required to displace the least senior teachers in corresponding order, in the same field of certification as was last taught by the surplus teacher and, pending the absence of that area of certification, defer to another area for which the person is certified. The above two circumstances shall be the only occasions whereby surplus teachers of record shall be entitled to displacement privileges.

Thereafter, following displacement procedures, as per above, the Board shall have the following options regarding displaced teachers:

(1) Assign in a vacant position for the remainder of the school session, for which a Temporary Certificate shall be obtained, or until a qualified teacher is located, or

(2) Assign to Day-by-Day Substitute Pool until vacancy occurs in his/her area of certification. (Any teacher so assigned must accept the first vacancy which is offered. Failure to accept the position offered will subject the teacher to removal.), or

(3) Be laid off in accordance with the provisions of section(s) 30:2 hereinafter.

If teachers are retained in service, as per (1) or (2) above, they shall be compensated in accordance with the regular salary schedule.

30:2 Reduction-in-Force

30:2.1 The Board may effect the layoff of teachers in the event of economic hardship, substantial reduction in pupil enrollment, or considerations related to alteration of the curriculum.

30:2.2 In the event the determination is made by the Board that a layoff is necessary, consistent with 30:2.1 above, teachers to be laid off shall be identified and informed of their impending layoff not less than 45 school days prior to the effective date of layoff, if the school is in session, or if not, then 45 calendar days.

30:2.3 Layoffs shall be carried out only after normal attrition of teachers occurs.

30:2.4 Within certification, teachers shall be laid off in inverse order of seniority.

30:2.5 Teachers who are subjected to layoff shall be placed on a recall list for a period of two years from the effective date of layoff. A layoff and recall list shall be provided to the Union and amended monthly thereafter.

30:3.1 When a vacancy occurs, it shall be filled by the person with the greatest seniority on the recall list who is certified for the vacant position.

30:3.2 No position shall be filled by a new hire while an active recall list is in effect, except if the persons on such list are not certified. If no certified teacher is available, a non-certified teacher on the recall list shall be given preference for the vacancy.

30:3.3 During the period of eligibility for recall the teacher may, if he/she elects to do so, continue his/her insurance coverages set forth in Articles 26-27 upon prepayment of premiums by the teacher in a manner set forth by the Accounting Department.

30:3.4 During the period of eligibility for recall, the teacher shall be placed at the head of the Day-by-Day Substitute List of the school system, provided that the teacher so requests in writing.

30:3.5 If a regular teacher is laid off under this article, upon recall, such person shall retain such seniority that had been accrued as of the effective day of layoff.

Toledo Public Schools
Toledo, Ohio

(Section of Agreement Regarding Decreased Enrollments Between the District and the Toledo Federation of Teachers)

1. Transfers made because of decreased pupil enrollment shall be based on seniority within the classification being reduced *(elementary K-6, junior high 7-8, and high school department)*. The teacher with the least building seniority within the classification shall be the first transferred, and so on, provided that daily and long-term substitutes filling a vacancy within the same classification have been first removed.

Toledo, Ohio *(Continued)*

a. *In the junior high school, in a K-8 school, when a reduced enrollment transfer under these provisions would leave the school without a certificated teacher in math, science, social studies, or language arts, the next teacher on the seniority list may be designated for transfer.*

2. Teachers transferred because of decreased pupil enrollment shall have the right to return to their original school or departmental assignment in the reverse order to that in which they were transferred out, provided a request for such transfer is made within one year from date of transfer. These transfers are to be made at the beginning of the following school semester.

3. All teachers affected by a reduced enrollment transfer will be placed in any vacancy or new position before any other transfer, any request for appointment by any new employee, or any appointment of other staff members.

4. Examples:

   a. *In high schools, reductions will be made by department, the least senior teacher in the department based on building seniority is first transferred, and so on.*

   b. *If the teacher reduced is certificated and a vacancy exists, he can move into another department within the school.*

   c. *In K-8 elementary schools, reductions are made by classification, either K-6 or 7-8. (In other words, if a third grade is short of enrollment, the teacher transferred will be the one with the least building seniority among K-6 teachers.)*

   d. *In order to determine the number of years of building seniority, each teacher is permitted to count each year of continuous service at the school, regardless of the grade or grades taught. (Hence, in the above example the teachers in K-6 each could count any previous service in grades 7-8, just so long as the service was within the building.)*

   e. *Any teacher on leave of absence who returns to his/her original school upon completion of the leave is considered to have been in continuous service at the school, hence to have uninterrupted building seniority.*

   f. *Any teacher transferred under conditions of reduced enrollment has priority over all others in returning to his/her original school if such intent is made known to the Personnel Office in writing within one year from the date of the transfer. Teachers are reinstated in the school in the reverse order in which they were taken out.*

g. A teacher to be reduced in a K-8 building may move from K-6 to 7-8, or vice versa, if a vacancy exists and the teacher is certificated, before such a vacancy is filled from the Personnel Office list.

Sheboygan Public Schools
Sheboygan, Wisconsin

(Layoff Procedure from Negotiated Agreement Between the Sheboygan Public Schools and the Sheboygan Education Association)

1. It is agreed that the Board has the right to lay off teachers in order to adjust staff to the budget, enrollment, or changes in the curriculum.

2. A laid-off teacher is one whose contracted position has been eliminated or reduced because of lack of work or funds, or under conditions where continuation of such work would be inefficient and nonproductive.

3. In the event that it should become necessary for the Board of Education to reduce the number of teachers, the reduction, insofar as possible, will be effected through normal attrition. If the layoff cannot be effected through normal attrition, part-time teachers will be laid off before full-time teachers.

   a. Part-time people maintain seniority within the part-time seniority list based on the provisions of Article III-D.

   b. A part-time teacher who is hired for a full-time position enters the full-time seniority list with "0" years credit.

   c. On January 1, 1976, those part-time teachers who have had continuous employment in Sheboygan Public Schools and who have voluntarily changed from a full-time status to a part-time status, will remain on the full-time seniority list with all part-time teaching prorated (prorating based on contract definition). These part-time teachers will be offered the next full-time vacancy in their level and subject area. They must accept this full-time vacancy or revert to the part-time seniority list.

Sheboygan, Wisconsin *(Continued)*

4. If it should become necessary for the Board to further reduce the number of teachers, this will be done in inverse order of service to the Sheboygan Public Schools. Seniority will be applied within classes as follows:

   a. *The three levels of elementary, junior high, and senior high shall be separate and distinct.*

   b. *At each level all teachers actually teaching at a grade level (e.g. kindergarten, lower primary, upper primary) or subject area (e.g. English, social studies, industrial arts) shall constitute one class.*

   c. *The areas of special education, foreign language, and science shall be classed by subject area of certification (e.g. learning disabilities, French, chemistry).*

   The administration has the discretion of selecting between teachers having the same seniority.

5. Written notification of the pending layoff will be given to the teachers normally not later than April 25. However, if exigent circumstances occur, a thirty-calendar-day notice of the impending layoff will be given to the teachers.

   Exigent circumstances shall include catastrophies, unanticipated drops in enrollment *(i.e., those drops in enrollment which become apparent only after March 15 and which occur in any one building so as to bring the average class at a given grade level or subject area below the recommended minimum class size as stated in Board Policy 6131)*, and other exigent circumstances.

6. Laid-off teachers shall be eligible to continue under the insurance plans for one (1) year, but will assume the total cost of the premiums.

7. Laid-off teachers shall have the following reemployment rights:

   a. *Laid-off teachers shall be considered for reemployment during the school year they are laid off, plus the following school year, and will be offered positions for which they are qualified and in which subject area and grade level they taught in the Sheboygan Public School system within the past five (5) years in the inverse order of their layoff.*

   b. *Laid-off teachers will be notified by Registered Mail, return receipt requested, of vacancies for which they are qualified. Such letters shall be sent to the last known address of the employee. The District must be notified, in writing, within ten (10) school days upon receipt of the vacancy notice of the acceptance or rejection of the position.*

8. A full-time teacher who is forced to become part-time due to a lay-off situation will remain on the full-time seniority list.